



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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May 27, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO MEDICAL AND RADIOLOGY TRANSCRIPTION
SERVICES AGREEMENT NOS. 72049 AND 70282 WITH MEDQUIST
TRANSCRIPTIONS, LTD. AND AGREEMENT NO. 72144 WITH MEDTEXT, INC.**
(1st, 4th and 5th Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman, or his designee, to sign Amendment No. 2 to Agreement 72049 with MedQuist Transcriptions, Ltd. (Exhibit I) for the continued provision of radiology reports transcription services at LAC+USC Medical Center (LAC+USC) and Martin Luther King, Jr./Drew Medical Center (King/Drew) on a month-to-month basis effective July 1, 2004 through December 31, 2004, with an estimated cost of \$663,684 at 100% net County Cost.
2. Approve and instruct the Chairman, or his designee, to sign Amendment No. 7 to Agreement 70282 with MedQuist Transcriptions, Ltd. (Exhibit II) for the continued provision of medical transcription services at Olive View Medical Center and High Desert Health System on a month-to-month basis effective July 1, 2004 through December 31, 2004, with an estimated cost of \$267,000 at 100% net County Cost.
3. Approve and instruct the Chairman, or his designee, to sign Amendment No. 2 to Agreement 72144 with Medtext Inc. (Exhibit III), for the continued provision of Medical Transcription Services at Rancho Los Amigos National Rehabilitation Center (Rancho), on a month-to-month basis effective July 1, 2004 through December 31, 2004, with an estimated cost of \$80,000 at 100% net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving these actions, the Board is authorizing the Chairman, or his designee, to sign Amendment Nos. 2 and 7 to Agreements No. 72049 and No. 70282, respectively, with MedQuist Transcriptions, Ltd. and Amendment No. 2 to Agreement No. 72144 with Medtext Inc. to allow for the continued delivery of medical and radiology transcription services at various County medical facilities on a month-to-month basis effective July 1, 2004 through December 31, 2004. The requested extension will allow for the completion of the request for proposals (RFP) process. The current agreements are slated to expire on June 30, 2004.

FISCAL IMPACT/FINANCING:

For the period of July 1, 2004 through December 31, 2004, the total estimated County cost is \$1,010,684.

Agreement 72049		
LAC+USC:	\$ 461,000	
King/Drew Medical Center:	\$ 202,684	
Subtotal		\$ 663,684
Agreement 70282		
Olive-View/UCLA Medical Center:	\$ 222,000	
High Desert Health System:	\$ 45,000	
Subtotal		\$ 267,000
Agreement 72144		
Rancho:		\$ 80,000
Grand Total		\$1,010,684

Funding has been included in the Fiscal Year 2004-05 Department of Health Services' (DHS or Department) Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Agreement No. 72049 - LAC+USC and King/Drew

On March 2, 1999, the Board approved Agreement No. 72049 with MedQuist Transcriptions, Ltd. for the provision of radiology transcription services for LAC+USC and King/Drew, effective February 1, 1999, with automatic renewals through December 31, 2003. On November 20, 2003, the Director of DHS extended Agreement No. 72049 by written consent of both parties for six (6) additional months, effective January 1, 2004 through June 30, 2004. While the Board has recently approved the extension of Agreement No. 71386 for medical transcription services at King Drew, this agreement is for radiology transcription services.

Agreement No. 70282 - Olive View/UCLA Medical Center and High Desert Health Systems

On August 20, 1996, the Board approved Agreement No. 70282 with MedQuist Transcriptions, Ltd. for the provision of medical transcription services for Olive-View/UCLA Medical Center and High Desert Health Systems, effective September 1, 1996, with automatic renewals through August 31, 2000. Under authority delegated to the Director of DHS, the term was extended for an additional six months effective September 1, 2000 through February 28, 2001. On subsequent occasions, the Board has approved four additional amendments to extend the agreement through June 30, 2004.

Agreement No. 72144 - Rancho

On June 8, 1999, the Board approved Agreement No. 72144 with Medtext Inc. for the provision of medical transcription services for Rancho effective July 1, 1999 with automatic renewals through June 30, 2003. On June 25, 2003, the Director of DHS extended the term of Agreement No. 72144 by written consent of both parties for six (6) additional months effective July 1, 2003 through December 31, 2003. On December 16, 2003, the Board approved Amendment No. 1 to Agreement No. 72144 to extend the Agreement for six (6) additional months, effective January 1, 2004 through June 30, 2004.

These Amendments will extend the term of each agreement for a maximum period of six (6) months, from July 1, 2004 through December 31, 2004. Approval of the Amendments will give DHS additional time for the completion of the re-solicitation of new contracts through a competitive RFP process. DHS has developed an RFP for the provision of medical transcription services at seven County medical facilities. Progress on the RFP has been delayed because of the need to modernize and standardize medical transcription performance standards and specifications. The requested extension of the current agreements will allow time to complete the RFP.

These Agreements can be terminated by County with a sixty (60) day written notice to Contractor.

County Counsel has approved Exhibits I, II and III as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

The additional time requested will allow DHS to finalize the RFP and recommend a new contractor(s) to the Board. The RFP will be released in July 2004.

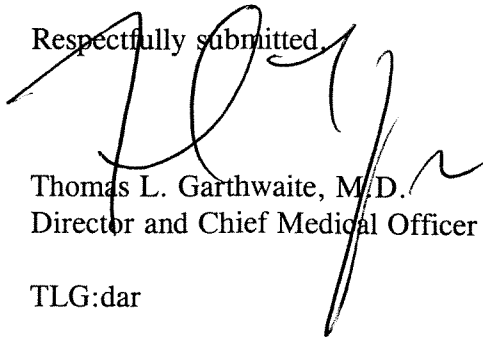
IMPACT ON CURRENT SERVICES (OR PROJECTS):

These are extensions of existing agreements and no County employees will be impacted. Approval of these Amendments will ensure the uninterrupted provision of medical and radiology transcription services.

The Honorable Board of Supervisors
May 27, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'TLG', is written over the text 'Respectfully submitted,' and the name 'Thomas L. Garthwaite, M.D.'.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dar

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

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SUMMARY OF AGREEMENTS

1. **TYPE OF SERVICE:**

Radiology reports transcription services at LAC+USC Medical Center and Martin Luther King Jr./Drew Medical Center, and medical transcription services at Olive View/UCLA Medical Center and Rancho Los Amigos National Rehabilitation Center.

2. **AGENCY ADDRESSES AND CONTACT PERSON(S)**

MedQuist Transcriptions, Ltd. (No. 72049 and No. 70282)
Five Greentree Centre, Suite 311
Marlton, New Jersey 08053
Attention: President
Telephone: (213) 484-9660

Medtext Inc. (No. 72144)
1801 Dove Street
Newport Beach, California 92660
Contact: Jerry Woods, President
Telephone: (949) 399-9200

3. **TERM:**

The term of these Agreements (Nos. 72049, 70282, and 72144) will be on a month-to-month basis from July 1, 2004 through December 31, 2004.

4. **FINANCIAL INFORMATION:**

For the period July 1, 2004 through December 31, 2004, the total County maximum obligation is \$1,010,684 at 100% net County cost. Funding has been requested in the Fiscal Year 2004-05 DHS Proposed Budget.

Agreement 72049

LAC+USC:	\$ 461,000	
King/Drew Medical Center:	\$ 202,684	
Subtotal		\$ 663,684

Agreement 70282

Olive-View/UCLA Medical Center:	\$ 222,000	
High Desert Health System:	\$ 45,000	
Subtotal		\$ 267,000

Agreement 72144

Rancho:	\$ 80,000	
Grand Total		\$1,010,684

5. **PERSON ACCOUNTABLE FOR PROGRAM MONITORING:**

Pete Delgado, CEO
LAC+USC Medical Center

Melinda Anderson, CEO
Olive-View/UCLA Medical Center

Beryl Brooks, CEO
High Desert Health System

Valerie Orange, Acting CEO
Rancho Los Amigos NRC

David Runke, Interim CEO
King/Drew Medical Center

6. APPROVALS:

LAC+USC Medical Center:	Pete Delgado, CEO
King/Drew Medical Center:	David Runke, Interim CEO
Olive-View/UCLA Medical Center:	Melinda Anderson, CEO
High Desert Health Systems:	Beryl Brooks, CEO
Rancho Los Amigos NRC:	Valerie Orange, Acting CEO
Contract Administration:	Irene E. Riley, Director
County Counsel:	Christina A. Salseda, Deputy County Counsel

Contract No. 72049-2

RADIOLOGY REPORTS TRANSCRIPTION SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____ 2004,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated June 8, 1999,
and further identified as County Agreement No. 72049 (hereafter
referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by both parties.

NOW THEREFORE, the parties hereby agree as follows:

1. County and Contractor agree to extend the term of the
Agreement for six (6) months, on a month-to-month basis,
beginning July 1, 2004 through December 31, 2004, under the same
rate and provisions as set forth in the Agreement.

2. Paragraph 59, CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HIPAA, shall be added to the Agreement as follows:

"59. CONTRACTOR'S OBLIGATION AS A 'BUSINESS ASSOCIATE' UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"):

A. Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

B. For purposes of this Paragraph 59, the following definitions apply:

1. "Disclose", and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

2. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

3. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual;

(b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

4. "Required by Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if

payment is sought under a government program providing benefits.

5. "Services" has the same meaning as in the body of the Agreement.

6. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Business Associate's internal operations.

7. Terms used, but not otherwise defined, in the this Paragraph 59 shall have the same meaning as those terms in the Privacy Regulations.

C. Permitted Uses and Disclosures of Health Information:

Business Associate:

- (1) shall Use and Disclose Protected Health Information as necessary to perform the Services as provided in this Agreement;
- (2) shall Disclose Protected Health Information to Covered Entity upon request;
- (3) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (a) Use Protected Health Information; and

(b) Disclose Protected Health Information if the disclosure is required by law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

D. Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 59 Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

E. Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Privacy Hotline, telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the

date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Privacy Compliance Officer at:

Privacy Compliance Office
Health Services Administration
313 North Figueroa Street, Room 708
Los Angeles, CA 90012

F. Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 59.

G. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

H. Access to Protected Health Information. Business Associate shall, to the extent Covered Entity

determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

I. Amendment of Protected Health Information.

Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

J. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors. *[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section J shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure.

For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for

six (6) years from the date of the Disclosure.

Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

K. Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

L. Term. The term of this Paragraph 59 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section M), E, F, G, H, I, J, O and Q shall survive the termination or expiration of this Agreement.

M. Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity

shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

O. Disposition of Protected Health Information Upon Termination or Expiration.

(1) Except as provided in paragraph (2) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies

of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible.

If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

P. No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Q. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on

behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 59.

R. Relationship to Services Agreement Provisions.

In the event that a provision of this Paragraph 59 is contrary to another provision of this Agreement, the provision of this Paragraph 59 shall control.

Otherwise, this Paragraph 59 shall be construed under, and in accordance with, the terms of this Agreement.

S. Regulatory References. A reference in this Paragraph 59 to a section in the Privacy Regulations means the section as in effect or as amended.

T. Interpretation. Any ambiguity in this Paragraph 59 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

U. Amendment. The parties agree to take such action as is necessary to amend this Paragraph 59 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations."

3. Paragraph 60, COMPLIANCE WITH LIVING WAGE PROGRAM, shall be added to the Agreement as follows:

"60. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program

The Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into

any such subcontract agreement and a copy of the Program shall be attached to the Agreement.

"Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a confining obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's

definition of "Employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports: Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's employees providing services for the County under the Contract during the reporting

period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. The certified monitoring reports shall also state the name and identification number of Contractor's current health care plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During the term of the contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any

alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are

to be maintained.

F. Notification to Employees: Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its employees at least once per year. Contractor shall translate the posters and hand outs into Spanish and any other language spoken by a significant number of employees.

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole

discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach

that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the

Required Living Wage: If Contractor fails to pay any employee at least the applicable living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least

the applicable living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's failure to pay any of its employees the applicable living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted to County a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited: Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of

employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

J. Contractor Standards: During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Employee Retention Rights.

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and,
- b. Who has been employed by a contractor

under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and,

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations: Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or

collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

4. Paragraph 61, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the Agreement as follows:

"61. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code. The Jury Service Program applies to both contractor's and their subcontractors.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an

exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served.

Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

If Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the Certification Form and Application for Exception attached hereto as "Exhibit B" and include with its submission all necessary documentation to support the claim such as, tax returns or a collective bargaining agreement, if applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. County's decision shall be final.

(2) For purpose of this Paragraph, and/or as it defined and used in the Los Angeles County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the

subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that

Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

5. Paragraph 62, NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT, shall be added to the Agreement as follows:

"62. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015."

6. Paragraph 63, PURCHASING RECYCLED-CONTENT BOND PAPER, shall be added to the Agreement as follows:

"63. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled-content bond paper to the

maximum intent possible on the project."

7. Paragraph 64, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be added to the Agreement as follows:

"64. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is the County's policy to conduct business only with responsible Contractor(s).

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of

this Agreement or other Agreement with County or a non-profit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform an Agreement with County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to any Sub-contractors of Contractor, vendor, or principal owner of Contractor."

8. Paragraph 65, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT, shall be added to the Agreement as follows:

"65. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other

termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover, such payment from Contractor. This provision shall survive the expiration or other termination of this Contract."

9. Paragraph 66, SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"66. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in "Exhibit C" of this Amendment."

11. Paragraph 67, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW, shall be added to the Agreement as follows:

"67. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the "Safely Surrendered Baby Law".

Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster attached hereto as "Exhibit C", in a prominent position at Contractor's place of business. County's Department of Children and Family Services will supply contractor with the poster to be used."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Agreement to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

MEDQUIST TRANSCRIPTIONS, LTD.
Contractor

VIOLET VARONA-LUKENS,
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Signature

Title _____
(Affix Corporate Seal)

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Irene E. Riley, Director
Contract Administration

AMEND01Medquist
5/27/04

MEDICAL TRANSCRIPTION SERVICES AGREEMENT
AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this _____ day
of _____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDQUIST TRANSCRIPTIONS, LTD.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated August 20, 1996,
and further identified as County Agreement No. 70282 and any
amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed by
both parties.

NOW THEREFORE, the parties hereby agree as follows:

1. County and Contractor agree to extend the term of the
Agreement for six (6) months, on a month-to-month basis, beginning
July 1, 2004 through December, 2004, under the same rate and
provisions as set forth in the Agreement.

2. Paragraph 54, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S

CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"54. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3. Paragraph 55, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be

deleted in its entirety and replaced as follows:

"55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" herein below shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to "TERMINATION FOR DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and

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Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST: MEDQUIST TRANSCRIPTIONS, LTD.
Contractor

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of
Los Angeles

By _____
Signature

Title _____
(Affix Corporate Seal)

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Irene E. Riley, Director
Contract Administration

dar:5/27/04
AMEND07Medquist

MEDICAL TRANSCRIPTION SERVICES AGREEMENT
AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____ 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MEDTEXT INC. DBA RAPIDTEXT
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"MEDICAL TRANSCRIPTION SERVICES AGREEMENT", dated June 8, 1999, and
further identified as County Agreement No. 72144 and any amendments
thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed by
both parties.

NOW THEREFORE, the parties hereby agree as follows:

1. County and Contractor agree to extend the term of the
Agreement for six (6) months, on a month-to-month basis, beginning
July 1, 2004 through December, 2004, under the same rate and
provisions as set forth in the Agreement.

2. Paragraph 54, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"54. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3. Paragraph 55, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" herein below shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to "TERMINATION FOR DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of
Los Angeles

MEDTEXT INC. dba RAPIDTEXT
Contractor

By

James A. Hanks
Signature

By: _____
Deputy

Title *President*
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Irene E. Riley, Director
Contract Administration